

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

AURELIO BRAVO-AGUILAR,

Plaintiff

v.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE CO.,

Defendant

2:15-cv-2045-JAD-PAL

**Order Granting Plaintiff's Motion to
Remand**

[ECF 8]

Plaintiff Aurelio Bravo-Aguilar sues State Farm Mutual Automobile Insurance for failing to pay underinsured/uninsured motorist benefits he demanded under his insurance policy after he was injured in a car accident.¹ State Farm removed the case to federal court based on diversity jurisdiction.² Bravo-Aguilar now moves to remand, arguing that the \$25,000 policy limit he seeks is far below the \$75,000 jurisdictional threshold.³ Although he also claims tort and punitive damages that could exceed this policy limit, I grant Bravo-Aguilar's motion because there is no evidence that these additional claims would bring the total value of his suit above \$75,000.

Discussion

When a case is filed in state court between parties who are citizens of different states and the case value exceeds \$75,000, the defendant may remove the case to federal court.⁴ "Federal courts are courts of limited jurisdiction,"⁵ and there is a strong presumption against removal jurisdiction. "[F]ederal jurisdiction must be rejected if there is any doubt as to the right of

¹ ECF 1-1 at 3–5.

² ECF 1 at 2.

³ ECF 8 at 3.

⁴ 28 U.S.C. §§ 1332, 1441, 1446.

⁵ *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 377 (1994).

1 removal in the first instance.”⁶ The defendant always has the burden of establishing that removal
2 is proper.⁷ This burden is usually satisfied if the plaintiff claims a sum greater than the threshold
3 requirement.⁸ If the amount of plaintiff’s claim is unclear, the defendant must prove by a
4 preponderance of the evidence that the jurisdictional amount has been met.⁹ Defendants may rely
5 on facts presented in the removal petition and any summary-judgment-type evidence that is
6 related to the amount in controversy.¹⁰ Conclusory allegations do not overcome the presumption
7 against removal jurisdiction, nor do they satisfy the defendant’s burden of proving the amount in
8 controversy.¹¹ The defendant, however, does not need to predict the trier of fact’s eventual award
9 with certainty.¹²

10 Bravo-Aguilar’s State Farm policy provides up to \$25,000 in coverage per person.¹³
11 Although not arguing that the policy itself entitles him to more than this limit, Bravo-Aguilar
12 seeks additional relief for State Farm’s alleged failure to “fairly and promptly compensate” him.¹⁴
13 Along with a contract claim, he sues for bad faith and requests punitive damages.¹⁵ Bravo-
14 Aguilar argues that he is “only entitled to one recovery” and that his multiple “causes of action
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16

17 ⁶ *Gaus v. Miles*, 980 F.2d 564, 566 (9th Cir. 1992).

18 ⁷ *Id.*

19 ⁸ *Id.* (citing *St. Paul Mercury Indem. Co. v. Red Cab Co.*, 303 U.S. 283, 288–99 (1938)).

20 ⁹ *Id.*; see also *Sanchez v. Monumental Life Ins. Co.*, 102 F.3d 395, 404 (9th Cir. 1996).

21 ¹⁰ *Matheson v. Progressive Specialty Ins. Co.*, 319 F.3d 1089, 1090 (9th Cir. 2003).

22 ¹¹ *Valdez v. Allstate Ins. Co.*, 372 F.3d 1115, 1117 (9th Cir. 2004) (internal citations omitted).

23 ¹² *Id.*

24 ¹³ ECF 1-1 at 3; ECF 9 at 2.

25 ¹⁴ *Id.* at 5.

26 ¹⁵ *Id.* at 5–7.

1 cannot be stacked on top of each other to form a basis for removal.”¹⁶ State Farm responds that
2 Bravo-Aguilar’s alleged “extra-contractual” bad-faith damages could satisfy the amount in
3 controversy.¹⁷

4 Certain claims related to a contractual dispute can result in awards beyond ordinary
5 contract damages. Under Nevada law, a claim for tortious breach of the implied covenant of
6 good faith and fair dealing can garner additional relief “where necessary to make the aggrieved,
7 weaker, trusting party whole, and to fully punish the tortfeasor for his misdeeds.”¹⁸ However, the
8 Nevada Supreme Court has cautioned that these bad-faith actions are “limited to rare and
9 exceptional cases.”¹⁹ Because State Farm has not provided any evidence that Bravo-Aguilar’s
10 suit will likely merit these rare damages or that an award would be large enough to push the
11 claim over the \$75,000 threshold, the inclusion of this tort claim does not establish that the
12 amount in controversy is met.

13 State Farm also argues that Bravo-Aguilar’s alleged punitive damages “alone could very
14 likely exceed \$75,000”²⁰ But State Farm has not indicated why it believes an award of this
15 size would be warranted, and mere speculation cannot establish that a claim meets the amount in
16 controversy.²¹ I therefore find that State Farm has not met its burden of demonstrating that
17 federal jurisdiction exists in this case.

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22 ¹⁶ ECF 8 at 2–3.

23 ¹⁷ ECF 9 at 2.

24 ¹⁸ *Great Am. Ins. Co. v. Gen. Builders, Inc.*, 934 P.2d 257, 263 (Nev. 1997) (internal quotation
25 marks omitted).

26 ¹⁹ *Id.* at 354–55 (internal quotation marks omitted).

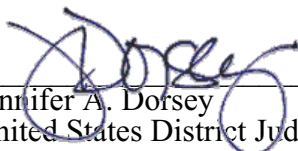
27 ²⁰ ECF 9 at 2.

28 ²¹ *Ibarra v. Manheim Invs., Inc.*, 775 F.3d 1193, 1197 (9th Cir. 2015).

Conclusion

Accordingly, IT IS HEREBY ORDERED that Bravo-Aguilar's Motion to Remand [ECF 8] is **GRANTED**. **This case is remanded back to the Eighth Judicial District Court, Case No. A-15-725001-C, Dept. 16**, and the Clerk of the Court is instructed to **close this case**.

DATED: February 11, 2016



Jennifer A. Dorsey
United States District Judge